

Purchasing Contact:
**Kathleen M. Anderson, PSO
II**

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Supplement #1 added February 6, 2003

Contract Award #

023-A-27-7027-C

Contract Award Date

January 30, 2003

Expiration Date

**Defined separately in
each section.**

CONTRACT AWARD

IMPORTANT: This is NOT a purchase order. Do NOT produce or ship without an Agency purchase order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **E-Rate Eligible Network Services, Leased
Fiber and Internet Services.**

FOR: **The Connecticut State Library, Connecticut
Schools, The Connecticut Education Network
and Eligible Political Subdivisions of the State**

TERM OF CONTRACT:

Defined separately in each section

AGENCY REQUISITION NUMBER: **1324400753**

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
--	--	--	\$1,000,000.00

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- ▶ **CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ **PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**Supplement #1 added to lower the vendor rates. See
attachment.**

APPROVED

Holly Miller-Sullivan

Director of Contract & Purchasing Division

(Original Signature on Document in Procurement Files)

Date Issued: February 6, 2003

ATTACHMENT

Qwest Communication Internet Revised Rates

Increments	Monthly
65 Mbps	\$19,147
75 Mbps	\$21,618
85 Mbps	\$23,162
95 Mbps	\$24,706
105 Mbps	\$26,250
115 Mbps	\$27,794
125 Mbps	\$28,566
135 Mbps	\$29,339
145 Mbps	\$30,110
155 Mbps	\$30,882
384K-512K	\$408.61
512K-1544K	\$634.07

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See Contract Award Price Schedule

APPROVED

Holly Miller-Sullivan

Director of Contract & Purchasing Division
(Original Signature on Document in Procurement Files)

Date Issued: January 30, 2003

AWARD SCHEDULE SP-16A Rev. 01/02 Page 1 OF 3	STATE OF CONNECTICUT DOIT – CONTRACTS & PURCHASING DIVISION	Award Number 023-A-27-7027-C
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Purchasing Contact: Kathleen M. Anderson, PSO II	CONTRACT AWARD PRICE SCHEDULE 012-A-27-7037-C	CONTRACT AWARD DATE Defined separately in each section	
Telephone Number: (860) 622-2328		PAYMENT TERMS Net 45 Days	CASH DISCOUNT -- % -- Days
E-Mail Address: kathleen.m.anderson@po.state.ct.us			
Pricing includes all transportation charges FOB State Agency.		VENDOR NAME: Multiple Award	

I. DARK FIBER

FIBERTECH NETWORKS		Standard	
		Installation	Annual
Network Costs			
Standard Installation			
	On-Net Fiber Mileage	\$ 3,250.00	\$ 25.00
	Lateral Fiber Installation	\$45,000.00	\$ 300.00
65% Up Front - 5yrs			
	On-Net Fiber Mileage	\$ 5,385.00	\$ 1,195.00
	Lateral Fiber Installation	\$67,619.00	\$ 23,940.00
65% Up Front - 20 yrs			
	On-Net Fiber Mileage	\$ 5,700.00	\$ 88.42
	Lateral Fiber Installation	\$71,399.00	\$ 1,061.05
80% Up Front - 20 yrs			
	On-Net Fiber Mileage	\$ 5,931.00	\$ 50.53
	Lateral Fiber Installation	\$74,168.00	\$ 606.32
5 Year Lease Term based on 65% model			
	On-Net Fiber Mileage		\$ 1,560.00
	Lateral Fiber Installation		\$21,276.00
Other Installation Charge unit costs			
	Aerial Building Entrance		\$ 3,000.00
	U/G Entrance using existing duct		\$ 1,600.00
	U/G Entrance placing Innerduct		\$ 2,000.00
	U/G Entrance using SBC Duct		\$ 6,000.00
	Building Connections (under 50 feet)		\$ 3,600.00
	Building Connections (51 - 150 feet)		\$ 200.00
	Building Connections 151 - 300 feet)		\$ 5,800.00
	Building Connections per foot over 300 feet		\$ 12.00
	Cost per foot for underground construction grass		\$ 75.00
	cost per foot for underground construction asphalt		\$ 150.00
	Cost per splice location		\$ 250.00
	Cost per splice		\$ 50.00
	Additional core bores (first bore included in building)		\$ 500.00

II. INTERNET SERVICES- 3 year term with (2) Two year renewal options

QWEST COMMUNICATIONS		Installation	Monthly Charge
	65 Mbps Internet Access		\$ 22,976.00
	85 Mbps Internet Access		\$ 27,794.00
	105 Mbps Internet Access		\$ 31,500.00
	125 Mbps Internet Access		\$ 27,079.00
	135 Mbps Internet Access		\$ 35,026.00
	145 Mbps Internet Access		\$ 36,132.00
	155 Mbps Internet Access		\$ 37,058.00
	384K to 512K Internet Access		\$ 408.61
	512K to 1544K Internet Access		\$ 634.07
Managed Services		No Award	No Award
WORLDCOM		Installation	Monthly Charge
	65 Mbps Internet Access	\$ 1,000.00	\$ 15,155.00
	85 Mbps Internet Access	\$ 1,000.00	\$ 17,115.00
	105 Mbps Internet Access	\$ 1,000.00	\$ 29,855.00
	125 Mbps Internet Access	\$ 1,000.00	\$ 29,855.00
	135 Mbps Internet Access	\$ 1,000.00	\$ 29,855.00
	145 Mbps Internet Access	\$ 1,000.00	\$ 29,855.00
	155 Mbps Internet Access	\$ 1,000.00	\$ 29,855.00
	210 Mbps Internet Access	\$ 6,000.00	\$ 29,855.00
	Internet Access Local Loop to 101 East River Drive	\$ 3,000.00	\$ 5,412.75
	384K to 512K Internet Access	\$ 100.00	\$ 947.50
	512K to 1544K Internet Access	\$ 200.00	\$ 1,047.50

III. FRAME RELAY, ATM & TRADITIONAL TELECOMMUNICATIONS SERVICES - 3 year term with (2) Two year renewal options

SBC COMMUNICATIONS		Installation	Monthly Charge
	Basic POTS Services (Centralink 1100)	\$ 60.00	\$20 /mo
	Dedicated Point to Point T1		
	Same Wiring Center	\$ 1,200.00	\$300 / mo
	Inter-wiring center mileage		\$35 /mo
	Frame Relay Service (Including PVC)		
	64 Kbps		\$123 /mo
	128 Kbps		\$421 /mo
	384 Kbps		\$421 /mo
	768 Kbps		\$421 /mo
	1544 Kbps		\$421 /mo
	1544 Kbps (2 PVC's)		\$427 /mo
	ATM Wide Area Network Services		
	OC-3 ATM Local loop port		\$1080 /mo

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
023-A-27-7027-C

	Cost per mile from C/O to premise		\$90 / mo
	Cost per PVC		\$6 /mo
	Cost per Mbps bandwidth		\$12 /mo
Internetwork DSL to ATM			
	768K Downstream, 128K Upstream	\$ 50.00	\$46 /mo
	DSL to Ethernet Modem	\$ 125.00	n/a
	DSL to Ethernet Router	\$ 378.00	n/a
Standard DSL			
	768K Downstream, 128K upstream	\$ 50.00	\$ 29.95
	768K Symmetrical	\$ 275.00	\$ 219.95
Managed Services		No Award	No Award

ADVANCED CORP. NETWORKING, INC. (DIGITAL BackOffice)			
		Installation	Monthly Charge
Frame Relay Service (Including PVC)			
	64 Kbps	\$ 830.00	\$ 316.00
	128 Kbps	\$ 830.00	\$ 316.00
	384 Kbps	\$ 830.00	\$ 419.00
	768 Kbps	N/A	N/A
	1544 Kbps	\$ 830.00	\$ 568.00
	1544 Kbps (2 PVC)		
Managed Services		No Award	No Award

Notes:

- Contractors must comply with the attached Special Bid and Contract Terms and Conditions and Standard Bid & Contract Terms & Conditions.
- Contractors will accept purchase orders to **add or delete** similar equipment during the coverage term.

All correspondence regarding this Contract Award must be in *writing* and submitted to:

kathleen.m.anderson@po.state.ct.us

-or-

Attn.: Kathleen M.Anderson, PSO II, Bid # **023-A-27-7027-C**

DOIT - Contract & Purchasing Division, 101 East River Drive, East Hartford, CT 06108

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Award Number
023-A-27-7027-C

The Department of Information Technology is issuing this contract award for
The State Library, State Schools, and the Connecticut Educational Network
for E-Rate Eligible Network Services, Leased Fiber and Internet Services to
the vendors named below.

I. Dark Fiber

Company Name: Fiber Technologies Networks, LLC FEIN: 16-1574613

Address: 140 Allens Creek Road - Rochester, NY 14618

Tel. No.: (585) 697-5104

Fax No.: (585) 442-8845

Contract Value:

Contact Person: Michael Hurley

Terms: 45 days

Delivery: ARO

Company E-mail Address: mhurleyl@fibertech.com www.fibertech.com

II. Internet Services

Company Name: Qwest Communications Corporation FEIN: 04-6141739

Address: 401 Edgewater Place, Suite 430 - Wakefield, MA 01880

Tel. No.: (781) 213-5543

Fax No.: (781) 213-5501

Contract Value:

Contact Person: Julie Erickson

Terms: 45 days

Delivery: ARO

Company E-mail Address: julie.erickson@qwest.com www.qwest.com

Company Name: MCI WORLDCOM Communications, Inc. FEIN: 47-0751768

Address: 8521 Leesburg Pike - Vienna, VA 22182

Tel. No.: (203) 686-1916

Fax No.: (203) 686-0506

Contract Value:

Contact Person: Kitty Ing

Terms: 45 days

Delivery: ARO

Company E-mail Address: kitt.ing@worldcom.com www.worldcom.com

III. Frame Relay, ATM and Traditional Telecommunication Services

Company Name: Advanced Corporate Networking, Inc. (Digital BackOffice) FEIN: 06-1328637

Address: 192 Naugatuck Avenue - Milford, CT 06460

Tel. No.: (203) 874-5545 Ext. 18

Fax No.: (203) 876-1788

Contract Value:

Contact Person: Dale Bruckhart

Terms: 45 days

Delivery: ARO

Company E-mail Address: daleb@digitalbackoffice.com www.digitalbackoffice.com

Company Name: SBC SNET FEIN: 06-0542646

Address: 5 West Service Road - Hartford, CT 06120

Tel. No.: (860) 947-7135

Fax No.: (860) 249-2981

Contract Value:

Contact Person: Leonard A. Welch

Terms: 45 days

Delivery: ARO

Company E-mail Address: lw9423@ctmail.snet.com www.snet.com

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, EAST HARTFORD, CT 06108

Bid Number
023-A-27-7027-C

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

SCOPE

These Standard Bid and Contract Terms and Conditions are definitely a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

DEFINITIONS

As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:

State: The State of Connecticut

Contracts Division: Department of Information Technology, Contracts & Purchasing Division of the State of CT

Agency: Any or all State Departments, Institutions and Agencies,

Bidder: Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

Contractor: Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

Invitation to Bid: The document which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

Bid: An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

Lowest Responsible Qualified Bidder: The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

Contract: The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

All qualified prospective Bidders on the mailing list of the Division will be eligible to receive copies of invitations for bids issued by the Contracts & Purchasing Division on all commodity groups on which a desire to receive bids has been indicated. Failure to submit bids on or reply to three consecutive invitations for bids mailed to a prospective Bidder will cause the name of such Bidder to be removed from the mailing list for such group.

Any alleged oral agreement or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

SUBMISSION OF BIDS

1. Bids must be submitted on and in accordance with forms supplied by the Contracts & Purchasing Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 4th Floor, 101 East River Drive, East Hartford, Connecticut 06108-3274. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts & Purchasing Division after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts & Purchasing Division. Bids shall be typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids. **Unsigned bids shall be rejected. All signatures shall be original signatures**, unless there is specific authorization from the Contracts & Purchasing Division for the use of non-manual forms of signature. **Bidders are cautioned that the person signing the Bid Proposal or his authorized designee must initial errors, alterations or corrections on both the original and copy of the Bid Schedule.** In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal to the person initialing the erasure alterations, or correction. This includes erasures; alterations, corrections, or any typing cover up method to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall result in rejection of bid.

4. All information required in the bid documents must be given to constitute a formal bid. Failure to provide such information may result in disqualification of bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one limiting, or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate proposals will not be considered unless specifically called for in the Invitation to Bid. An alternate proposal is defined as one that is submitted in addition to the bidders primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering, the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected except in the event of bids awarded on a total basis in which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail.

13. All bids will be opened and read publicly. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection during normal business hours of the Division. Summaries of bids received are not distributed by the Division nor given out by telephone.

14. The Contracts & Purchasing Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

GUARANTY OR SURETY

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

- Annual bid bond in the amount of \$5,000.00 to cover all bids up to \$50,000.00 submitted within one year.
- Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
- Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred (100) percent of each separate award, may be submitted in the form of a performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

TERMS & CONDITIONS

SP-7A (IT) Rev. 3/98

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

17. Bonds must meet the following requirements:

- a. Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
- b. Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
- c. Individual: The Individual owning the business and indicated "Owner" must sign the bond.
- d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.
- e. An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the surety must appear on the bond.
- g. Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

SAMPLES

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications, all deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may pick up samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

AWARD

21. Award will be made to the lowest responsible qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Division's judgement, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except in the case of tie bids.

28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

CONTRACT

30. Each bid will be received, with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with

conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for full period specified and until all articles or services ordered before date of termination shall have been satisfactorily delivered and accepted (and thereafter until all terms and conditions have been met), unless:

- a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
- b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. Contract quantities will be assumed to have been ordered out of expiration period according to contract terms. Contractor must furnish a statement of unordered balances as required by the Contracts & Purchasing Division prior to termination of contract.

35. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

36. The placing in the mail to the address given in his bid or delivery of a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

When so requested by the Contracts & Purchasing Division, the Contractor shall execute a formal contract with the state for the complete performance specified therein.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities are rejected, same must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

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40. Contract acceptance is not an order to ship. Purchase Orders against Contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

CONTRACT GUARANTY

42. Contractor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
- c. Guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit.
- d. Furnish adequate protection from damage for ail work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the service is to be provided, and of the State of Connecticut.
- f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

DELIVERY

43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.

44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.

46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.

48. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the State unless otherwise stated in the Invitation to Bid.

49. Deliveries are subject to reweighing over official sealed scales designated by the State and payment will be made on the basis of net weight of materials received.

INSPECTIONS AND TESTS

50. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

51. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

PAYMENT

52. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services or the date that a properly executed state invoice form CO-17 is received, whichever is later. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the

contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

53. Payment will be made only after presentation of a properly completed State Invoice form CO-17. Forms may be obtained from either the ordering agency or the Forms Management Contractor to the State. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

54. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 52 and 53 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate State invoice form CO-17 for interest charges.

55. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

56. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

SAVING CLAUSE

57. It is understood and agreed that the Contractor shall not be held liable for any losses resulting in the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent.

58. Should the performance of any contract be delayed or prevented as set forth in paragraph 57. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

ADVERTISING

59. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.

RIGHTS

60. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

61. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

PACKAGING

62. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

AMERICANS WITH DISABILITIES ACT

63. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys' and other professionals' fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of

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the Contractor concerning compliance with the Act, as the same applies to performance under this contract Agreement.

YEAR 2000 COMPLIANT

64. Year 2000 Warranty: The contractor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, and firmware ("item") or each service delivered under this contract shall be able to:

- a. Accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
- b. Properly exchange date/time data when used in combination with other information technology;
- c. Perform as a system if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 warranty is discovered and made known to the contractor in writing. This warranty remains in effect through December 31, 2000 or 365 days following the termination of this agreement, whichever is later.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

Appendix D

Leased Fiber Only – Special Terms and Conditions

1. LEASE OF PRODUCTS

Subject to the terms and conditions of Invitation to Bid # 023-A-27-7027-C, Supplier shall lease to Customer any Product and furnish to said Customer any associated services then available that are listed in Orders and accepted by Supplier. Such Orders shall contain, as a minimum, the following information:

- 1) Customer Installation Site and Contact Person;
- 2) Desired Delivery Date;
- 3) Identity of the Contract Award by Reference Number 023-A-27-7027-C,
- 4) Product Number, Description and Quantity;
- 5) Lease Term, Applicable Rate and Quantity Extensions;
- 6) Installation and Other One-Time Charge Rate(s) (If Applicable); and
- 7) Desired Maintenance and/or Support and Rate (If Applicable).

Supplier may offer to supplement the Product offerings at any time to make additional Products, services and related terms available to the Customer, providing the effective date of each supplement is stated thereon, and the Customer accepts such supplement. Any supplement must be transmitted to the Customer with a cover letter documenting formal approval of the supplement by a Supplier representative then legally empowered to so act.

Customer may cancel Orders at any time prior to delivery of Products or when delivered Product performance fails to meet the requirements of an issued document stating such requirements and proposed by the Supplier as meeting those requirements.

2. SHIPPING

Supplier shall be responsible for all shipping and installation of the products at customer's designated sites.

3. PAYMENT AND DEPOSIT

A. The monthly payment for the Products shall be paid in accordance with the Connecticut General Statutes after the receipt of an invoice from Supplier as stated on the Product Schedule, beginning *as set forth in the Product Schedule*. Any installment payment not made within forty-five (45) days of the next due date shall be considered overdue and Supplier may levy a late payment charge in accordance with State Statutes on any overdue amount. Lease charges for any partial month shall be prorated.

B. Customer shall not pay a deposit prior to taking possession of the Products nor at any time during the term of this lease.

4. USE

Customer shall use the Products in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, or use of the Products. Customer acknowledges and agrees that the Products are provided for use exclusively by Customer and any eligible buyer authorized by Customer under applicable statutes and regulations to use such contracts for the provision of services by Customer and any eligible buyer authorized by Customer under applicable statutes and regulations to use such contracts. Neither Customer nor any eligible buyer authorized by Customer under applicable statutes and regulations to use such contracts will permit or provide access to or use of the Products as Dark Fiber, Lit Fiber or Lambda service or services to any unaffiliated party whether by sublease, license, sublicense, sale, resale, or any other form of transfer, disposition or agreement without the express written consent of Supplier.

5. WARRANTY

Supplier warrants that Supplier has the right to lease the products as provided in ITB # 023-A-27-7027-C.

6. REPAIRS

Supplier, at its own cost and expense, shall keep the Products in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Products in good mechanical working order. Such obligation and right to maintain and repair the Products shall belong exclusively to Supplier. Supplier shall provide reasonable monitoring of the performance of the Products. Upon notification of possible damage to the Products, Supplier shall dispatch technicians to site to locate damage within 2 hours.

Customer will not, by itself or through any agent or contractor, make any repair, replacement, alteration or modification to the Products or any other equipment or facilities provided by Supplier in relation to the Products. Customer will not install any equipment or facilities, or use the Products in any manner, which damages the Products or damages or interferes with any other fiber-optic facilities or other equipment of Supplier or Supplier's other customers.

If all or any part of the Products require restoration, replacement or repair by reason of an act or omission of Customer, its employees, agents or contractors, such repair, replacement and/or restoration will be made by Supplier at Customer's sole cost and expense.

Supplier may make such changes and alterations to the Products as Supplier determines are necessary or advisable in its sole discretion provided that such changes or alterations do not (1) alter the number of fibers included in the Products, (2) alter the location of the demarcation points at which Customer's facilities are connected to the Products, or (3) impair the use of the Products by Customer.

7. LOSS AND DAMAGE

Supplier hereby assumes and shall bear the entire risk of loss and damage to the Products from any and every cause whatsoever except that Customer assumes and shall bear the risk of loss and damage due to the negligence or willful misconduct of Customer or its employees, agents, or contractors. No loss or damage to the Products or any part thereof shall impair any obligation under this Lease, which shall continue in full force and effect through the term of the Lease.

In the event of loss or damage of any kind whatever to the Products, Supplier shall, at Customer's option:

- (i) Place the same in good repair, condition and working order; or
- (ii) Replace the same with like Products in good repair, condition and working order; or
- (iii) Pay to Customer the replacement cost of the Products.

8. SURRENDER

Upon the expiration or earlier termination of Contract Award 023-27-7027-C, Customer shall return the Products to Supplier in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Products at Supplier's cost and expense to such place as Supplier shall specify.

9. INSURANCE

Supplier shall procure and continuously maintain and pay for: Combined public liability and property damage insurance with limits as approved by Customer, naming Customer as additionally named insured and a loss payee. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Customer and shall provide primary coverage for the protection of Customer and Supplier without regard to any other coverage carried by Customer or Supplier protecting against similar risks. Such company or companies shall provide Customer with a certificate of insurance which shall provide at least thirty (30) days advance written notice to Customer of any cancellation, change or modification. Supplier hereby appoints Customer as Supplier's attorney in fact to secure Customer's rights and interests as a named insured under such insurance coverages, with power and authority to do all

things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Contract Award. Nothing herein shall be construed to obligate Customer to act as Supplier's attorney in fact for any other purpose under this Contract Award.

10. TAXES

Customer shall keep the Products free and clear of all levies, liens and encumbrances.

Supplier shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Products, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Products or the purchase, use, operation or leasing of the Products or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Supplier or Customer.

11. INDEMNITY

Supplier agrees to indemnify, hold harmless and defend the Customer from and against any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to Customer use of any Product, except where a Customer modifies or adapts said Product without Supplier consent. Supplier agrees to satisfy any final award arising from any said claim or proceeding. Customer agrees to give Supplier prompt written notice of any impending said claim or proceeding, and agrees to Supplier's right to conduct any defense thereof.

12. DEFAULT

If Customer fails to pay any rent or other amount herein provided within forty-five (45) days after the same is due and payable, or if Customer fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Customer, Supplier shall have the right to pursue its remedies at law or in equity as provided in the Connecticut General Statutes.

13. BANKRUPTCY

Should Supplier become insolvent or commit any act of bankruptcy or make a general assignment for the benefit of creditors or if Supplier or its successors or assignees discontinue support of the Products for any reason, Supplier or its successors or assignees shall immediately transfer ownership, in fee, free of all encumbrances, to any and all Products so impacted by such action on or against the Supplier. Should Customer elect not to terminate the Contract Award due to bankruptcy or in the event that Supplier ceases operations for any reason, Customer's rights hereunder shall remain in full force and effect and any Trustee in Bankruptcy, assignee, creditor or third party of any kind or nature which shall legally succeed to the rights of Supplier hereunder shall be subject to all rights of Customer hereunder. Upon cessation of operations for any reason, Customer may make any repair, replacement, alteration or modification to the Products or any other equipment or facilities provided by Supplier in relation to the Products, using due care not to damage or interfere with any other fiber-optic facilities or other equipment of Supplier or Supplier's other customers. Should no such party legally succeed to the rights of Supplier hereunder within one year from the date of Breach by Supplier, and then title to the Fibers shall pass to Customer.

14. OWNERSHIP

The Products are, and shall at all times be and remain, the sole and exclusive property of Supplier; and the Customer shall have no right, title or interest therein or thereto except as expressly set forth in Contract Award 023-27-7027-C.

15. ADDITIONAL DOCUMENTS

If Supplier shall so request, Customer shall execute and deliver to Supplier such documents as Supplier shall deem necessary or desirable for purposes of recording or filing to protect the interest of Supplier in the Products from claims by third Parties including, but not limited to a UCC financing statement.

16. NOTICES

Service of all notices under this Contract Award shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Supplier: Contact as per the Bid Submission (Telephone / Email)

If to Customer:

Director, Enterprise Network Services
Department of Information Technology
101 East River Drive
East Hartford, Connecticut 06108
Telephone (860) 622-2200

17. HEADINGS

Headings used in this document are provided for convenience only and shall not be used to construe meaning or intent.

18. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.